tory. There was a provision that the dealer could not recover for loss of profits resulting from the failure of the manufacturer to deliver goods ordered, and another provision allowed cancellation of the contract by either party upon sixty days' notice, or immediately upon any violation of the agreement. The plaintiff brought suit on a note given by the defendant in part payment for goods delivered, and the defendant brought a cross-complaint for loss of profits which he alleged had been sustained as a result of nondelivery by the plaintiff. *Held,* that the cross-complaint was not enforceable because of the provision that the dealer could not recover for loss of profits due to the failure of the manufacturer to fill orders. *Weil v. Chicago Pneumatic Tool Co.* (1919, Ark.) 212 S. W. 313.

In a concurring opinion, McCulloch, C. J., held that there was a valid contract, since the dealer gained the exclusive privilege, for a given period of time, to sell the manufacturer's products within certain territory, and assumed the duties to sell no other products in competition, and to purchase as many as twenty-five automobiles, at a stated price. The right acquired by the defendant, that the plaintiff should not sell to anyone else in the territory assigned, was of value and a direct limitation on the privileges of the plaintiff. Hence there was sufficient consideration for the undertakings of the defendant. For even a small limitation on the rights, privileges, powers, or immunities of one party is held to be sufficient consideration for the other's promise. *Scriba v. Neely* (1908) 130 Mo. App. 258, 109 S. W. 845; *Russell v. Henry C. Patterson Co.* (1912) 48 Pa. Super. Ct. 571; *Harp v. Hamilton* (1915, Tex.) 177 S. W. 565. A contract for future delivery of personal property, which confers upon either party the arbitrary power of cancellation prior to the delivery, would not be enforceable. *Velie Motor Car Co. v. Kopmeier Motor Car Co.* (1912, C. C. A. 7th) 194 Fed. 324; *Oakland Motor Car Co. v. Indiana Automobile Co.* (1912, C. C. A. 7th) 201 Fed. 499. But in the principal case, sixty days' notice was required for cancellation and this would seem to be sufficient to exempt the contract from the rule applied in the above-mentioned cases. It is true that immediate cancellation could be made for any violation of the agreement, but this power could become vested in either party. A contract which reserved to the defendant the privilege to cancel upon fifteen days' notice was held not to be void. *Thomas v. Anthony* (1916) 30 Calif. App. 217, 157 Pac. 823. In the instant case, it seems that the fact that the dealer was given exclusive selling privileges in his territory would be ample consideration for his undertakings, and that, therefore, the contract would be enforceable. Hence, the concurring opinion seems to be sound.

CONTRACTS—PROMISE TO PAY ANTECEDENT DEBT OF ANOTHER—CONSIDERATION-LOAN.—The defendant held claims against B amounting to some $1,400. The mother of B obtained a loan of $200 from the defendant by giving one year notes and mortgages on her real estate to secure the claims against her son as well as the loan to her. The guardian of her estate, appointed after the transaction, brought this action to set aside the notes and mortgages. *Held* (two judges *dissenting*), that the notes and mortgages were without consideration and void except as to the amount of the loan, and that relief should be granted to that extent. *Luing v. Petersen* (1919, Minn.) 172 N. W. 692.

A promise to perform the pre-existing duties of her son would be unenforceable against the mother without some new consideration other than love and affection. *Rann v. Hughes* (1778, H. L.) 7 T. R. 350, note (a); *Schnell v. Nell* (1861) 17 Ind. 29. The duty which the mother undertook in signing the notes, however, was conditional and was not to come into existence unless her son defaulted, except as to the $200. It is not, therefore, a question of the

exchange of unequal sums of money not compensated for by the time element, nor of imposition or undue influence on the mother. *Cf. Shepard v. Rhodes* (1863) 7 R. I. 470. The question squarely raised is whether a loan can be consideration for more than a promise to repay it. It has been held that a loan is consideration not only for a promissory note, but for a promise to pay reasonable attorneys' fees for collection in case it is defaulted. *Barton v. Farmer National Bank* (1887) 122 Ill. 352, 13 N. E. 503; *Fowler v. Trust Co.* (1891) 141 U. S. 411, 12 Sup. Ct. 1. And it has been held that a loan is consideration for an agreement that one of two mortgages executed at the same time should have a prior lien. *Loewen v. Forsee* (1897) 137 Mo. 29, 38 S. W. 712. The value in the instant case of such a surety's promise as the mother made is a very uncertain quantity, depending on the son's credit, and there seems no reason why $200 cash should not be good consideration for it, even if it were perhaps a bad gamble. Except in the exchange of things whose value may be mathematically calculated, courts will not inquire into the adequacy of consideration. *Schnell v. Nell, supra.* It seems very probable, therefore, that other states will follow the minority opinion in the future.

CORPORATIONS—MUNICIPAL CORPORATIONS—LIABILITY FOR TORT—UNLAWFUL USE OF STREET.—The defendant city had granted permission to the Elks to run an automobile race as part of their convention carnival. The race scheduled under this license was later abandoned but a race was run on that afternoon. One of the racing cars ran into a boy who was standing in a crowd of spectators and killed him. In an action by his parents, the jury found the city negligent "in allowing the race to be run and not providing police protection." *Held,* that these were public duties for the exercise of which the city was not liable. *Rose v. Gypsum City* (1919, Kan.) 179 Pac. 348.

It seems evident that while the race was being run, the road could not be safely used for ordinary travel and the finding of the jury established the fact that the city knew of this obstruction. A municipality is under a duty to keep its streets in a reasonably safe and convenient condition for ordinary travel. This duty is considered, in most American jurisdictions, as a common-law obligation; in the others, it is imposed by statute. *Barnes v. District of Columbia* (1875) 91 U. S. 540; *Detroit v. Blackeby* (1870) 21 Mich. 84; Dillion, *Municipal Corporations* (5th ed. 1911) sec. 1691. The extent of this duty is not limited to the repair of structural defects and so the city is liable for failure to remove obstructions in the highway, even though placed there without its fault. 15 *Am. & Eng. Cyc.* (2d ed. 1900) 431. And it is no defence to an action for breach of this duty that the obstruction was the result of the negligent performance of a governmental function. *Savannah v. Jones* (1919, Ga.) 99 S. E. 294, *infra,* p. 129. Where the city licenses the placing of the obstruction, it is liable as a partner. *Cohen v. New York* (1889) 113 N. Y. 532, 21 N. E. 700. Where the obstruction licensed is a street exhibition or carnival, the city has been held liable when the streets have thus been made unsafe. *Richmond v. Smith* (1903) 101 Va. 161, 43 S. E. 345; *Van Cleef v. Chicago* (1909) 240 Ill. 318, 88 N. E. 815; *Wheeler v. Ft. Dodge* (1906) 131 Iowa, 566, 108 N. W. 1057 (rope strung across the road, high above the street). But where the obstruction consists of moving objects subject to human will or direction, there is no liability for failure to prevent or remove. *Robinson v. Greenville* (1885) 42 Oh. St. 625 (riot); *Faulkner v. Aurora* (1882) 95 Ind. 130 (coasting); *Jones v. Williamsburg* (1900) 97 Va. 722, 34 S. E. 883 (riding bicycle on street); *McCarthy v. Munising* (1904) 136 Mich. 622, 99 N. W. 865 (horse-racing). This duty to keep the streets safe seems, therefore, limited